



UMATILLA CITY COUNCIL MEETING

April 1, 2025 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
 - March 18, 2025, Land Planning Agency Minutes
 - March 18, 2025, Regular City Council Minutes

PRESENTATIONS

PUBLIC COMMENT

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Council addresses such items during this meeting. Public comments are generally limited to three minutes.

CONSENT AGENDA

2. Purchase of New City Administrative Vehicles
3. Resolution No. 2025-06, Florida Humanities Summer Reading Program Grant

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Final Reading of Ordinance No. 2025-D, Joint Equity Small Scale Comp Plan Amendment
5. Final Reading of Ordinance No. 2025-D1, Joint Equity Rezoning

NEW BUSINESS

6. Contract Approval to Trinity Electrical Services, LLC for Airport Rotating Beacon and Beacon Tower Replacement
7. Agreement for Sale and Purchase of Real Property - Lake Ferns Industrial Park

REPORTS

8. Staff Reports

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.



UMATILLA LAND PLANNING AGENCY MEETING

March 18, 2025 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

**This portion of the meeting took place during the Regular City Council Meeting.*

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech called the Land Planning Agency Meeting to order at 6:00 pm.

ROLL CALL

MEMBERS PRESENT

Christopher Creech, Mayor
Katherine Adams, Vice Mayor
Fred Fetterolf, Council Member
John Nichols, Council Member
Bear Crockett, Council Member

NOT PRESENT

ALSO PRESENT

Aaron Mercer, Interim City Manager
Adam Bolton, Assistant City Manager
Jessica Burnham, City Clerk
Kevin Stone, City Attorney
Regina Frazier, Finance Director
Amy Stultz, Library Director
David Seeley, Chief of Police
Vaughan Nilson, Public Works Director
Misti Lambert, Programs and Compliance Manager

AGENDA REVIEW

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE AGNEDA; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.

PUBLIC COMMENT

Mayor Creech opened public comment
No one spoke

Mayor Creech closed public comment

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

****Items 1-2 were heard together***

1. First Reading of Ordinance No. 2025-D, Joint Equity Small Scale Comp Plan Amendment
2. First Reading of Ordinance No. 2025-D1, Joint Equity Rezoning

City Attorney Stone read the Ordinance by title only.

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(b); AMENDING THE LAND USE DESIGNATION OF 0.41 ± ACRES OF LAND DESIGNATED AS SINGLE FAMILY MEDIUM DENSITY TO DOWNTOWN MIXED USE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JOINT EQUITY, LLC LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Stone read the Ordinance by title only.

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, REZONING 0.41 ±ACRES OF LAND ZONED URBAN RESIDENTIAL DISTRICT (UR-5) TO NEIGHBORHOOD COMMERCIAL (C-1) FOR PROPERTY OWNED BY JOINT EQUITY, LLC, GENERALLY LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone swore in the witness providing testimony.

Ms. Sherie Lindh from LPG Urban & Regional Planners, LLC, provided an overview of two agenda items to the council. The applicant is requesting an amendment to change the Future Land Use (FLU) designation for a 0.41-acre parcel from Residential Single-Family Medium Density to Downtown Mixed Use. This change supports compact, mixed-use growth in downtown areas, aligning with FLU policies. The amendment would increase residential units from 2 to 5 and allow for up to 17,860 square feet of commercial space. The applicant also seeks a rezoning from Urban Residential District (UR-5) to Neighborhood Commercial (C-1), which is compatible with surrounding zoning. Ms. Lindh also discussed various other possibilities for how the property could be rezoned.

The site meets the minimum requirements for the C-1 zoning district, with sufficient lot size and road frontage. It is within the Downtown Overlay District, offering design flexibility, such as waivers for setback requirements and specific standards for density, open space, and building height.

The proposed rezoning and development plan align with the area's zoning and the Downtown Overlay District's design goals. Additionally, the amendment helps address the need for more commercial lands identified in the 2035 planning horizon, supporting the plan's objectives for compact growth and balanced land use.

Logan Wilson, applicant, addressed the project, emphasizing that the primary purpose of the rezoning is to establish a parking lot.

The board discussed the Affordable Live Local Housing Act, and Attorney Stone will provide additional information on it before the second reading.

Mayor Creech opened public comment.

No one spoke

Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-D, JOINT EQUITY SMALL COMP PLAN AMENDMENT; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Vice Mayor Adams	NO
Mayor Creech	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-D1, JOINT EQUITY REZONING; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Fetterolf	YES
Council Member Crockett	YES
Vice Mayor Adams	NO
Mayor Creech	YES

DISCUSSION ITEMS

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:28 p.m.

Jessica Burnham, FCRM City Clerk

Christopher R. Creech, Mayor



UMATILLA CITY COUNCIL MEETING

March 18, 2025 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

MINUTES

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge of Allegiance, gave the Invocation, and called the Regular City Council Meeting to order at 6:29 pm.

ROLL CALL

MEMBERS PRESENT

Christopher Creech, Mayor
Katherine Adams, Vice Mayor
Fred Fetterolf, Council Member
John Nichols, Council Member
Bear Crockett, Council Member

NOT PRESENT

ALSO PRESENT

Aaron Mercer, Interim City Manager
Adam Bolton, Assistant City Manager
Jessica Burnham, City Clerk
Kevin Stone, City Attorney
Regina Frazier, Finance Director
Amy Stultz, Library Director
David Seeley, Chief of Police
Shane Lanoue, Fire Chief
Vaughan Nilson, Public Works Director
Misti Lambert, Programs and Compliance Manager

AGENDA REVIEW

MOTION BY VICE MAYOR ADAMS TO APPROVE THE AGENDA; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of Meeting Minutes
- March 4, 2025, Regular City Council Minutes

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE MARCH 18, 2025, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

CONSENT AGENDA

2. Declaration of Surplus Item

3. Avcon Task Order #9 for Umatilla Municipal Airport Fuel Farm Expansion Design and Bidding Phase Services

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE CONSENT AGENDA; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

Items 4 & 5 were heard together

4. First Reading of Ordinance No. 2025-D, Joint Equity Small Scale Comp Plan Amendment

5. First Reading of Ordinance No. 2025-D1, Joint Equity Rezoning

City Attorney Stone read the Ordinance by title only.

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(b); AMENDING THE LAND USE DESIGNATION OF 0.41 ± ACRES OF LAND DESIGNATED AS SINGLE FAMILY MEDIUM DENSITY TO DOWNTOWN MIXED USE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JOINT EQUITY, LLC LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Stone read the Ordinance by title only.

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, REZONING 0.41 ±ACRES OF LAND ZONED URBAN RESIDENTIAL DISTRICT (UR-5) TO NEIGHBORHOOD COMMERCIAL (C-1) FOR PROPERTY OWNED BY JOINT EQUITY, LLC, GENERALLY LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Stone stated that, if there are no objections, the testimony from the Land Planning Agency will be

carried over to the Council meeting.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

A discussion took place regarding concerns about noise for the surrounding residents.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-D, JOINT EQUITY SMALL SCALE COMP PLAN AMENDMENT; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Fetterolf	YES
Council Member Crockett	YES
Vice Mayor Adams	NO
Mayor Creech	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-D1, JOINT EQUITY REZONING; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Vice Mayor Adams	NO
Mayor Creech	YES

NEW BUSINESS

REPORTS

6. Staff Reports

Attorney Stone had nothing to report

Mr. Mercer informed the council that he had received a purchase agreement offer for the Sprayfield property from Lake Fern Property LLC. Attorney Stone discussed the offer of \$812,000 and proposed a counteroffer of \$818,998, the same amount the city paid for the property. The counteroffer would also reset the clock, allowing property development to occur within the same timeframe, ending on April 21, 2026, starting a new 3-year period.

Mayor Creech recused himself from the discussion and vote and will file a form 8b with the City Clerk

MOTION BY COUNCIL MEMBER NICHOLS TO DIRECT ATTORNEY STONE TO NEGOTIATE

**THE TERMS THAT WERE JUST DISCUSSED AND BRING THE CONTRACT BACK TO COUNCIL;
SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY AN
UNANIMOUS VOICE VOTE.**

Council Member Fetterolf had nothing to report.

Council Member Crockett had nothing to report.

Vice Mayor Adams reminded everyone of the museum BBQ happening on April 3rd.

Council Member Nichols had nothing to report.

Mayor Creech had nothing to report.

Chief Seely had nothing to report.

Ms. Fraizer mentioned that it was government professional week.

Mr. Nilson had nothing to report.

Ms. Stulz had nothing to report.

Fire Chief Lanoue provided an update on the recent fire that had occurred.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 7:16 p.m.

Jessica Burnham, FCRM
City Clerk

Christopher R. Creech, Mayor

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Christopher Ryan Creech		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Umatilla City Council	
MAILING ADDRESS 41620 Silver Dr		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Umatilla	COUNTY Lake	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 3/18/25		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS:	
		☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Christopher Ryan Creech, hereby disclose that on march 18, 20 25:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Discussion item - Lake Fern Industrial Park Property

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

3/18/25
Date Filed

Christopher R. Creech
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: March 26, 2025

MEETING DATE: April 1, 2025

SUBJECT: Purchase of New City Administrative Vehicles

BACKGROUND SUMMARY:

With the creation of the new Assistant City Manager position at City Hall, staff have been unable to provide an administrative vehicle that is required for that position. Furthermore, during the vehicle assessment, we determined that the City's Building Official's truck should be returned to the Public Works Department where it was on loan. The purchase of a new Building Official vehicle will utilize existing funds in the Building Department and will not impact the general fund as fees collected during the year are sufficient to cover that cost.

Staff is requesting authorization to purchase two new vehicles utilizing the Sheriff's State Contract bid pricing for both vehicles. If approved, the cost of both vehicles will be submitted in the mid-year budget adjustment that is done each year.

RECOMMENDATIONS:

Staff recommend approval of purchasing two new vehicles

FISCAL IMPACTS:

\$28,400 from infrastructure funds

\$36,636 from building permit proceeds

ATTACHMENTS:

1. Umatilla 2025 Toyota Camry Quote
 2. Umatilla F-150 Quote
-



SEMINOLE
TOYOTA

WWW.SEMINOLETOYOTA.COM

Name: FLTVT, LLC dba Seminole Toyota
Address: 1160 Rinehart Rd
Sanford, FL 32771
Contact: Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract: FSA24-VEL32.0
Item #: FSA Item 9
Vehicle: 2025 Toyota Camry LE Hybrid (model 2559)
Price: \$27,956
Options:
A/W Mats \$444

Price each: \$28,400



Davenport, FL

Purchase Agreement

Wayne Aeschliman
James Tippet
Jarrett Gordon Ford Davenport
2600 Access RD NW
Davenport, FL 33897

Buyer	Co-Buyer	Vehicle
City Of Umatilla Vaughn Nilson 1 S Central Ave Umatilla, FL 32784 D: (352) 619-3125 vnilson@umatillafl.org		2025 Ford F-150 XL VIN: 1FTMF1KP6SKD21712 Stock #: F3623 Mileage: 6 Color: Oxford White

Purchase Details	
Retail Price:	\$39,345.00
Sales Price:	\$34,900.00
Savings:	\$4,445.00
Accessories:*	\$599.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$338.05
Doc Fees:	\$799.00
Total Taxes:	\$0.00
Total Sales Price:	\$36,636.05
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$36,636.05

X

Customer Signature

Date

X

Manager Signature

Date

Wayne Aeschliman

03/26/2025

* Accessories: BEDLINER SPRAY IN: \$599.00

Disclaimer:

Printed 3/26/25 1:00 PM

*Interest rates are based on the stores average APR. True APR is determined by personal credit and approval by lending institution. Current APR exposed is for general payment purpose only and in no way means you are approved.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: March 28, 2025

MEETING DATE: April 1, 2025

SUBJECT: Resolution No. 2025-06, Florida Humanities Summer Reading Program Grant

BACKGROUND SUMMARY:

The City of Umatilla has been awarded a grant from Florida Humanities in the amount of \$3,000 to support the Summer Reading Program at the Umatilla Public Library. This grant is part of Florida Humanities' ongoing commitment to promoting educational and cultural enrichment throughout the state.

The Summer Reading Program at the Umatilla Public Library aims to engage local children and families in educational activities that promote literacy, creativity, and community involvement.

The funds from this grant will be used to purchase books, materials, and supplies necessary to implement the program.

RECOMMENDATIONS:

Approval of Resolution No. 2025-06, Florida Humanities Summer Reading Program Grant

FISCAL IMPACTS:

\$3,000 no-match grant, meaning no additional funding from the City is required.

ATTACHMENTS:

1. Resolution 2025-06, Library Summer Reading Program Grant Acceptance
 2. City of Umatilla Contract Packet GR_0325_5520_2914
-

Resolution No. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ACCEPTING A CONTRACT AGREEMENT WITH FLORIDA HUMANITIES FOR A SUMMER READING PROGRAM GRANT IN THE AMOUNT OF \$3,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO IMPLEMENT THE TERMS OF THE GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla, Florida, through its public library, has been awarded a Summer Reading Program Grant from Florida Humanities in the amount of \$3,000 (Agreement # GR 0325 5520 2914) for the purpose of promoting literacy and book circulation within the community; and

WHEREAS, the funds from this grant are designated for use in the library's summer reading program, specifically for book circulation and giveaways; and

WHEREAS, the City of Umatilla, agrees to provide a cost share in the form of cash and/or in-kind goods and services, equal to at least a 1:1 match of the total grant amount; and

WHEREAS, Florida Humanities requires that the City of Umatilla provide a final financial report detailing the expenditure of all grant funds and the required cost share, including receipts and documentation of in-kind contributions, to be maintained for at least three years for audit purposes; and

WHEREAS, the City of Umatilla recognizes the importance of the Summer Reading Program Grant in fostering educational and cultural opportunities for residents, particularly youth, and agrees to fulfill the terms and conditions set forth in the contract with Florida Humanities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein by referenced and made a part hereof.

SECTION 2. The City Council of the City of Umatilla hereby accepts the Contract Agreement with Florida Humanities for the Summer Reading Program Grant (Agreement # GR 0325 5520 2914) in the amount of \$3,000. The City Manager is hereby authorized to execute all necessary documents to implement the terms and conditions of the Florida Humanities Summer Reading Program Grant, including compliance with financial reporting, cost share requirements, and retention of receipts and records as required by the grant agreement.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED by the City Council of the City of Umatilla, Florida, this __ day of _____, 2025.

THE CITY OF UMATILLA, FLORIDA

Christopher R Creech, Mayor

ATTEST:

Jessica Burnham, FCRM, City Clerk

Approved as to form:

Jennifer Cotch, City Attorney

March 25, 2025

Amy Stultz, Library Director
Umatilla Public Library
412 Hatfield Drive
Umatilla, FL 32784

Amy;

On behalf of Florida Humanities, I am pleased to inform you that the City of Umatilla's request for funding for a 2025 Summer Reading Program Grant has been approved. Enclosed is a copy of your Contract Agreement, which outlines the general terms and conditions of your funding. Your contract period is March 15- September 15, 2025 and your Florida Humanities grant agreement number is **GR_0325_5520_2914**. Also enclosed are a Cash Request form and a copy of your approved budget.

Upon return to Florida Humanities of **ONE** signed original Contract Agreement and Cash Request form, **100%** of the approved funds will be sent.

Further information regarding required event listing forms, publicity and promotion, and Florida Humanities-branded bookplates will be sent in mid-April. Final report information will be sent in July 2025.

If at any time you have any questions about your funding, reporting requirements or general administration of your grant, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in dark ink, appearing to read "April Myerscough". The signature is fluid and cursive, with the first name "April" and last name "Myerscough" clearly distinguishable.

April Myerscough, Grants Coordinator
Florida Humanities
727-873-2001
amyerscough@flahum.org

CONTRACT AGREEMENT



between Florida Humanities & City of Umatilla (Affiliate)

This non-negotiable Agreement including the award letter and all attachments set forth the terms and conditions upon which Florida Humanities has provided funding to the Affiliate for the purposes specified in their approved Summer Reading Program Grant application.

Agreement Number: GR_0325_5520_2914
Affiliate: City of Umatilla
Project Title: Summer Reading Program Grant 2025
Project Director: Amy Stultz, Library Director
Agreement Period: March 15- September 15, 2025
Agreement Amount: \$3,000
Minimum Cost Share: \$3,000
Approved Expenses: Books for circulation and giveaway (\$3,000)

Affiliate agrees to administer the approved project in compliance with the **General Provisions** and **Certifications of Compliance** which follow.

GENERAL PROVISIONS

Payee / Unique Entity ID: All funds will be made payable to the Affiliate identified above. Any changes to payee must be approved by Florida Humanities upon submittal of a Grant Change Request form. Affiliate and assigned Project Director are responsible for the fiscal and programmatic management of all project activities. Due to federal reporting requirements, Affiliate must also maintain a verifiable Unique Entity ID created in SAM.gov in order to receive payment of any contracted funds. Organizations are not required to have a full SAM.gov registration to be eligible to receive funding.

Release of Contracted Funds / Reporting Schedule: Contracted funds may only be spent in accordance with the proposed project budget as approved by Florida Humanities. Any funds provided in advance and not expended according to the approved budget must be returned to Florida Humanities.

Upon return to Florida Humanities of **ONE** signed original Contract Agreement and Cash Request form, 100% of the approved funds will be sent to Affiliate.

Event Listing Forms: Affiliate is required to submit an online Florida Humanities Event Listing Form no later than 6 weeks prior to each public program funded by this contract. <https://floridahumanities.org/grantee-resources/forms-and-resources/event-listing-form/>

Changes: The application submitted by the Affiliate is part of this contract and Affiliate agrees to carry out the project within the specified contract period and as set forth in the approved application and budget. Any significant changes to the scope or objectives of the project, the duration of the project, or the project budget must be approved in writing by Florida Humanities. Florida Humanities must also be notified if a change in project director will occur. Unapproved changes may result in loss of some or all funds covered by this Agreement. Affiliate must submit a Grant Change Request Form to Florida Humanities for any expected changes.

Final Financial Report / Cost Share: Affiliate must provide a final financial report detailing expenditure of all Florida Humanities funds as well as a minimum 1:1 cost share. All receipts and other financial records, including documentation of all in-kind contributions, must be kept by Affiliate for potential audit for a period of at least three years after the Agreement closes. **Cost share.** Florida Humanities requires that all funds be matched (cost share) with at least an equal amount of cash and/or in-kind goods and services. Cost share includes any cash

expenditures for project implementation that are not covered by Florida Humanities funds as well as any in-kind goods and/or services received in support of the project. Any program income earned as a result of these contracted funds may also be used to meet the cost share requirement.

Indirect costs: Florida Humanities allows organizations to include indirect costs of up to 15% of the total requested funds as part of your grant request or to help meet the cost share requirement. Applicants with a federally negotiated indirect cost rate agreement (NICRA), may elect to request their approved NICRA rate from Florida Humanities funds or include as cost share. All applicants using a NICRA rate are required to provide a copy of their NICRA agreement showing that the proper rate is being used. If you elect to use the rate of 15%, no additional documentation is needed.

Limitations on the Use of Funds: Affiliate must comply with all allowable cost principles outlined in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Fees or Charges: No admission or other fees may be charged to any participant in any activities conducted under this contract unless specifically approved by Florida Humanities.

Collection and Use of Information: Where information is collected from the public in connection with this contract (as by interview, questionnaire, or evaluation), it may not, without prior approval from Florida Humanities and NEH, be represented as being collected for Florida Humanities or other federal or state agency.

Right to Reproduce: The federal government and Florida Humanities reserve a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of contract activities.

Acknowledgement of Support and Disclaimer: Awarded funds are provided by Florida Humanities through a grant from the National Endowment for the Humanities (NEH). All materials publicizing or resulting from award activities must contain an acknowledgement of Florida Humanities and NEH support and carry the appropriate Florida Humanities and National Endowment for the Humanities logos to be obtained directly from Florida Humanities. Type in the logos must be legible and no smaller than 5 points. Acknowledgement of NEH support must also include the following statement:

“Funding for this program was provided through a grant from Florida Humanities with funds from the National Endowment for the Humanities. Any views, findings, conclusions or recommendations expressed in this program do not necessarily represent those of Florida Humanities or the National Endowment for the Humanities.”

This statement does not need to be in the same size font as that of the Florida Humanities and NEH logos, nor must it be located immediately adjacent to the logos.

Termination: Florida Humanities reserves the right to terminate this Agreement if at any time, in sole discretion, it determines that the Affiliate has made any misrepresentations, has in any way misappropriated Florida Humanities funds, or has done anything inconsistent with the signed Agreement. If within one year, the project has not started or no funds have been requested, the Agreement may also be terminated.

FEDERAL FUNDING IDENTIFICATION AND CERTIFICATIONS OF COMPLIANCE

Because funds contracted by Florida Humanities are federal dollars provided by the National Endowment for the Humanities, Florida Humanities is required to provide the following federal funding information to all Affiliates:

Subrecipient Name and Unique Entity ID:	City of Umatilla P4FAAQABEDV3
Federal Agency Identification Number:	SO-289748-23
Award date:	12/14/22
Subaward period of performance:	March 15, 2025- September 15, 2025
Amt of federal funds obligated by this action:	\$3,000
Amt of federal funds awarded to subrecipient:	\$3,000
Total amount of Florida Humanities federal award:	\$3,000
Federal award project description (FFATA):	State Humanities Program
Name of Pass Thru Entity (PTE):	Florida Humanities Council (Florida Humanities)
Contact Information for Florida Humanities:	Nashid Madyun, Executive Director 599 2 nd Street South St. Petersburg, FL 33701 727/873-2007 nmadyun@flahum.org
CFDA #:	45.129
CFDA Title:	Promotion of the Humanities Federal-State Partnership
Indirect Cost Rate for the Federal Award:	15% or approved NICRA (see page 2 of contract)

By signing this Agreement, Affiliate also certifies compliance with the following government-wide requirements:

1. Uniform Administrative Requirements: The uniform administrative requirements of the Office of Management and Budget Circular A-110 (2 CFR Part 215) apply to all grant recipients.
2. Non-Profit Status: Affiliate certifies that the sponsoring organization is not an agency of the federal government, a for-profit business, or an individual. Upon request, Affiliate will also provide official documentation (i.e. Articles of Incorporation, IRS determination letters, By-Laws, Constitutions, etc.) which demonstrate that the organization is either an unincorporated association, a non-profit or not-for-profit corporation.
3. Nondiscrimination Statutes: Affiliate certifies that it will comply with the following non-discrimination statutes and their implementing regulations:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.)
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
 - c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) * **see additional info below**
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
4. Lobbying Activities: Affiliate certifies that it will comply with the Byrd Anti-Lobbying Amendment as described in (31 U.S.C. 1352) and (18 U.S.C. 1913).
5. Drug-Free Workplace Requirements: Affiliates are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
6. Debarment and Suspension: Affiliates are prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency (2CFR Parts 180 and 3369).
7. Labor Standards: Affiliates are subject to the labor standards set forth in 29 CFR Part 505 and the Davis-Beacon Act as amended (40 U.S.C. 276a through 276a-5).

* **Accessibility:** As part of this Agreement, Affiliate agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Resources available to ensure compliance with these regulations can be found at: <http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/>

Affiliates are encouraged to use the provided symbols to promote and publicize accessibility of your facilities, programs and other activities for people with various disabilities.

REQUIRED SIGNATURES

By signing this Agreement, the signatories below acknowledge that they have been authorized by Affiliate to sign on its behalf and that they have read, understood and agree to the terms and conditions of the Agreement and will conform to all applicable government-wide requirements noted within.

Project Director signature (*REQUIRED*)

Printed Name

Title

Date

Additional Authorization signature
(*only if required by Affiliate/Sponsoring Organization*)

Printed Name

Title

Date



Patricia Putman, Florida Humanities Associate Director

March 15, 2025

Date





Florida Humanities Cash Request Form

For Office Use Only:

Contract Number:	GR_0325_5520_2914
Unique Entity ID (SAM) Number:	P4FAAQABEDV3
Project Title:	Summer Reading Program Grant 2025
Check Payable to:	
Mail Check to:	

Approved By:
Date:
Copy:

Total Contract Award: \$3,000.00

Cash Request Type:

Please consult your contract for information on payment installments.

☒ Initial Amount: \$3,000.00

☐ Final Amount: \$0.00

Project Director Name:

Electronic Signature:

☐ By checking this box and typing your name below, you certify that the information contained in this Cash Request Form is true to the best of your knowledge and that any funds disbursed as a result of this request will only be used for the purposes set forth within the contract as specified above.

Project Director Name

Date

Umatilla Summer reading grant - revised

2 messages

Amy Stultz <astultz@umatillafl.org>

Wed, Mar 19, 2025 at 8:49 AM

To: April Myerscough <amyerscough@flahum.org>

Hi April,

Attached please find the bibliography spreadsheet totalling the books for circulation and giveaway. I also have updated the budget because I worried I should change the in-kind cost share as we would not be funding the program aspect.

I used list prices because the way prices are fluctating it seemed safest. I will either go way under budget with discounts or, if allowed, purchase additional giveaway copies of the titles on the list.

I can't thank you enough for sending me the bibliography and calling me. You went above and beyond.

I sincerely hope this meets the requirements. Please call my cell if you need anything more or different.

I will try and upload it too if I can. I didn't want to mess up due to technical difficulties.

Thank you again for everything.

AMy

Amy Stultz
Library Director
Umatilla Public Library

(352) 669-3284
astultz@umatillafl.org
City of Umatilla Library Website
Friends of the Library Website



Please note Florida has a broad public records law. Email communication may be subject to public records requests.



2025 Summer Reading Program Grants Proposed Project Budget

Sponsoring Organization:	City of Umatilla / Umatilla Public Library
---------------------------------	--

Requested Funds: Budget must reflect all costs of implementing your project. Request may not exceed **\$3,000** and funds may only be requested for project expenses incurred during the grant period. **Please round to whole numbers.**

	Florida Humanities Requested Funds
3. Book Giveaways and Circulation	\$2,938.84
4. CSLP 2025 Digital Manual	\$19.99
Total Requested Funds:	\$2,958.83

all costs moved to
book purchases
am 03/19/25

\$3,000.00
~ \$3,000 approved
am 03/18/25

Totals do not auto calculate.

Estimated Cost Share: Cost share is the portion of your total project costs not paid by Florida Humanities funds. A minimum of an estimated **1:1 cost share** is required. The match can be met by either in-kind donations or services and/or cash from the applicant organization or partner organizations. Eligible cost share items may include, but are not limited to:

- Library staff and volunteer time directly related to the development and implementation of proposed programming. The current federal volunteer rate is \$31.61/hour.
- Humanities programming fees not covered by Florida Humanities funds
- Financial or in-kind support from friends groups, non-profit organization, local businesses, etc.
- Venue rental for spaces not owned by the library
- Marketing and publicity (print & digital) costs for proposed programming
- Technology, equipment, or A/V rental or purchase for proposed programming
- Any eligible costs noted above but not covered by Florida Humanities funding

	Estimated IN-KIND Cost Share	Estimated CASH Cost Share
Other	\$3,041.67	\$0.00
Estimated cost share totals:	\$3,041.67	\$0.00

Total Estimated Cost Share (In-Kind + Cash): \$3,041.67

Requested Funds Detail

Provide a detailed description of **each** of the line items listed in the **Requested Funds**.
Text is **NOT** limited to visible area.

1. Book Giveaways and Circulation: \$2,938.84

- Giveaways: copies of juvenile recommended titles from CSLP manual not to exceed \$1,1469.42. List attached.
- Circulating copies: 1 circulating copy of books from the CSLP manual not to exceed \$1,1469.42. List attached.

2. Digital copy of CSLP 2025 Manual: \$19.99

Estimated Cost Share (In-Kind and Cash) Detail

Provide a detailed description of **each** of the line items listed in **Estimated Cost Share (In-Kind and Cash)**.

Staff and Volunteer Time (IN-KIND) = \$3,041.67

- Library Technician II staff time and processing supplies for circulating copies – standard Lake County estimate \$5/book * 77 books = \$385.00 (IN-KIND)
- Library Volunteer time to read giveaway books, write detailed review, and sort by age category - \$31.61/hour, 1 hour per book – 31.61 * 77 books = \$2,433.97
- Library Assistant I staff time to disseminate giveaway books to partner agency – Aim High summer program – 5 visits * 1 hour per visit - 5 * \$16.71/hour = \$83.55
- Library Director staff time to disseminate giveaway books to partner agency – Aim High summer program – 5 visits * 1 hour per visit – 5 * \$27.83/hour = \$139.15

Umatilla 2025 Summer Reading Grant - CSLP BIBLIOGRAPHY - \$2,938.84

List Price	Author	Title	Date	ISBN	Circulating QTY	Giveaway QTY	TOTAL QTY	\$ TOTAL	\$ 2,938.84
\$ 24.99	Fajardo, Kat	✓ Miss Quinces	2022	978-1338535587	1	1	2	\$ 49.98	
\$ 7.99	Boynton, Sandra	✓ Woodland dance	2023	978-1665925167	1	1	2	\$ 15.98	
\$ 10.99	Carle, Eric	✓ Very hungry caterpillar's rainbow colors	2023	978-0593659168	1	1	2	\$ 21.98	
\$ 9.99	Dakos, Kalli	✓ Buttons	2023	978-1641707565	1	1	2	\$ 19.98	
\$ 12.99	Priddy, Roger	✓ See, touch, feel colors	2022	978-1684491896	1	1	2	\$ 25.98	
\$ 12.99	Slater, Nicola	✓ Let's go to color camp	2023	978-1797218724	1	1	2	\$ 25.98	
\$ 11.95	Van Hout, Mies	✓ This is my daddy	2022	978-1772782431	1	1	2	\$ 23.90	
\$ 10.95	Vanderlee, Lana	✓ I'll be a chicken too	2023	978-1459835559	1	1	2	\$ 21.90	
\$ 18.99	Abbas, Marzieh	✓ A dupatta is	2023	978-1250820945	1	1	2	\$ 37.98	
\$ 18.99	Abed, Omar	✓ Book that almost rhymed	2024	978-0593406380	1	1	2	\$ 37.98	
\$ 7.99	Carle, Eric	✓ Day at school with the very hungry caterpillar	2023	978-0593659113	1	1	2	\$ 15.98	
\$ 19.99	Chio, Lian	✓ Oh, olive	2023	978-0063237490	1	1	2	\$ 39.98	
\$ 7.99	Dewdney, Ann	✓ Learning with llama llama: shapes	2023	978-0593465097	1	1	2	\$ 15.98	
\$ 16.99	Gravett, Emily	✓ 10 cats	2023	978-1914912580	1	1	2	\$ 33.98	
\$ 18.99	Jory, John	✓ You're going to love this book	2024	978-0374388539	1	1	2	\$ 37.98	
\$ 9.99	Knapp, Andrew	✓ Let's find yaya and boo at home	2023	978-1683693666	1	1	2	\$ 19.98	
\$ 17.99	Knowles, Jo	✓ Ear worm	2022	978-1536207835	1	1	2	\$ 35.98	
\$ 18.99	Paul, baptiste	✓ Patchwork prince	2023	978-0593463444	1	1	2	\$ 37.98	
\$ 18.99	Vere, Ed	✓ Artist	2023	978-0525580874	1	1	2	\$ 37.98	
\$ 18.99	Adefris, Fasika	✓ Gabi that girma wore	2024	978-0316470773	1	1	2	\$ 37.98	
\$ 17.99	Dalton, angela	✓ Show the world	2022	978-0593351390	1	1	2	\$ 35.98	
\$ 9.99	Daywalk, Drew	✓ Crayons love our planet	2024	978-0593621080	1	1	2	\$ 19.98	
\$ 8.99	Garcia, Emma	✓ Plinka plinka shake shake	2022	978-1912757725	1	1	2	\$ 17.98	
\$ 18.99	Iwai, Toshio	✓ House with 100 stories	2023	978-0823455683	1	1	2	\$ 37.98	
\$ 18.99	Le, Minh	✓ Built to last	2024	978-0593569177	1	1	2	\$ 37.98	
\$ 18.99	Li, Hui	✓ Scroll	2023	978-0316340731	1	1	2	\$ 37.98	
\$ 19.99	Mack, Jeff	✓ Time to make art	2024	978-1250864666	1	1	2	\$ 39.98	
\$ 17.99	Mandin, Christy	✓ Storytellers rule	2023	978-0063047358	1	1	2	\$ 35.98	
\$ 18.99	McCullough, Joy	✓ Story of a book	2023	978-1665903851	1	1	2	\$ 37.98	
\$ 18.99	Molk, Laurel	✓ Knitting for odgs	2022	978-0593434581	1	1	2	\$ 37.98	

\$ 18.99	Muhammad, Ibithaj	✓Kindest red	2023 978-0759555709	1	1	2 \$ 37.98
\$ 18.99	Nyeu, Tao	✓Legend of the iron purl	2022 978-0525428701	1	1	2 \$ 37.98
\$ 18.99	Reynolds, Jason	✓There was a party for langston	2023 978-1534439443	1	1	2 \$ 37.98
\$ 18.99	Reynolds, Peter	✓Dot	2023 978-063619619	1	1	2 \$ 37.98
\$ 18.99	Saltzberg, Barney	✓What do you see	2022 978-1954354050	1	1	2 \$ 37.98
\$ 18.99	Sayre, april	✓In between	2023 978-1534487819	1	1	2 \$ 37.98
\$ 17.99	Schu, John	✓This is a story	2023 978-1536204520	1	1	2 \$ 35.98
\$ 18.99	Sonenshine, Randi	✓Lodge that beaver built	2022 978-1536218688	1	1	2 \$ 37.98
\$ 18.99	Sriram, Meera	✓Garden in my hands	2023 978-0593427101	1	1	2 \$ 37.98
\$ 9.99	Seuss	✓If you think there's nothing to do	2024 978-0593711361	1	1	2 \$ 19.98
\$ 18.99	Tang, Marie	✓Yuna's cardboard castles	2023 978-1506483412	1	1	2 \$ 37.98
\$ 19.99	Tullet, Herve	✓Tap, tap tap dance dance dance	2023 978-1797221465	1	1	2 \$ 39.98
\$ 18.99	Ung, Kim-Hoa	✓Gift for Nai nai	2023 978-1250871596	1	1	2 \$ 37.98
\$ 17.99	Vo, Young	✓Gibberish	2022 978-1646141104	1	1	2 \$ 35.98
\$ 18.99	Windness, Kaz	✓When you love a book	2024 978-0593623220	1	1	2 \$ 37.98
\$ 18.99	Fraze, Marla	✓In every life	2023 978-1665912488	1	1	2 \$ 37.98
\$ 24.99	Herbert, Christine	✓Sora searches for a song	2023 978-1955555609	1	1	2 \$ 49.98
\$ 18.99	Ishida, Sanae	✓Sashiko's stitches	2024 978-1546005339	1	1	2 \$ 37.98
\$ 18.99	Pottle, Adam	✓Butterfly on the wind	2024 978-1250821973	1	1	2 \$ 37.98
\$ 19.99	Torres, Julio	✓I want to be a vase	2022 978-1534493902	1	1	2 \$ 39.98
\$ 22.00	Wolters, Ocatavie	✓Starlings song	2023 978-1782694076	1	1	2 \$ 44.00
\$ 19.99	Yeh, Kat	✓Just one little light	2023 978-0063094963	1	1	2 \$ 39.98
\$ 18.99	Alexander, Kwame	✓How to write a poem	2023 978-0063060906	1	1	2 \$ 37.98
\$ 19.99	Harrison, Vashti	✓Big	2023 978-0241561904	1	1	2 \$ 39.98
\$ 17.99	Howes, Katy	✓Woven of the world	2023 978-1452178066	1	1	2 \$ 35.98
\$ 19.99	Konnecke, Ole	✓Sounds good	x 978-1776575558	1	1	2 \$ 39.98
\$ 19.95	Zommer, Yuval	✓Big book of nature art	2023 978-0500652930	1	1	2 \$ 39.90
\$ 21.32	Aiello, Elena	✓Party problems	2020 978-1515871804	1	1	2 \$ 42.64
\$ 23.99	Bolling, Valerie	✓Gray day	2023 978-1338805949	1	1	2 \$ 47.98
\$ 23.99	Bolling, Valerie	✓Orange wall	2024 978-1338806007	1	1	2 \$ 47.98
\$ 18.99	Cull, Joren	✓I am a book	2024 978-0593659243	1	1	2 \$ 37.98
\$ 85.00	Pilkey, Dav	✓Cat kid comic club series	2020-23 978-1338712766+	1	1	2 \$ 170.00
\$ 21.99	brooks, susie	✓Storie and secrets of colors	2023 978-0753478844	1	1	2 \$ 43.98
\$ 21.99	DK	✓Artists: inspiring stories of their lives and works	2022 978-0744056679	1	1	2 \$ 43.98

\$ 24.99	DK	✓ Children's book of art	2023 978-0744082760	1	1	2 \$ 49.98	
\$ 14.99	Harman, Alilce	✓ Met art sparks	2023 978-0744065244	1	1	2 \$ 29.98	
\$ 24.99	Millington, Ruth	✓ This book will make you an artist	2024 978-8887770420	1	1	2 \$ 49.98	
\$ 15.99	Roth, david	✓ LOL	2023 978-1797213927	1	1	2 \$ 31.98	
\$ 19.99	Rubin, Susan	✓ Dragonflies of glass	2025 978-1419754364	1	1	2 \$ 39.98	
\$ 14.99	Brailler, Jax	✓ Last comics on earth	2023 978-0593526774	1	1	2 \$ 29.98	
\$ 24.99	Doucet, Rashad	✓ art club	2024 978-0759556362	1	1	2 \$ 49.98	
\$ 19.99	Huey, Emily	✓ Beneath the wide silk sky	2022 978-1338789942	1	1	2 \$ 39.98	
\$ 19.99	Ma, Diana	✓ Unbeatable lily hong	2024 978-0358617235	1	1	2 \$ 39.98	
\$ 17.99	Toalson, RL	✓ Something maybe magnificent	2024 978-1665925525	1	1	2 \$ 35.98	
\$ 24.99	DK	✓ Art year by year	2022 978-0744060126	1	1	2 \$ 49.98	
\$ 21.99	Wolf, Bree	✓ Maker comics design a game	2022 978-1250750518	1	1	2 \$ 43.98	
\$ 22.95	Fraser, Mary	✓ Wall to wall	2024 978-1947440081	1	1	2 \$ 45.90	



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: March 27, 2025

MEETING DATE: April 1, 2025

SUBJECT: Final Reading of Ordinance No. 2025-D, Joint Equity Small Scale Comp Plan Amendment

BACKGROUND SUMMARY:

The applicant is requesting an amendment to change the Future Land Use (FLU) designation from Residential Single Family Medium Density (5 units/acre) to Downtown Mixed Use (12 units/acre and 1.0 FAR) on a 0.41-acre parcel. This request aligns with FLU Policies 1-2.1.1 and 1-2.2.6, promoting compact, mixed-use growth in downtown areas. The surrounding land uses include Institutional, Downtown Mixed Use, and Residential Single Family Medium Density, and the proposed change would be compatible with these uses.

The amendment supports the comprehensive plan's goals, allowing for an increase in residential units (from 2 to 5) and commercial space (up to 17,860 square feet), meeting the demand for both. Additionally, the 2035 planning horizon analysis indicates a need for more commercial lands, which this amendment would help address. Overall, the proposal aligns with the plan's policies encouraging compact growth and balanced land use.

RECOMMENDATIONS:

Approve Final Reading of Ordinance No. 2025-D, Joint Equity Small Scale Comp Plan Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Project Review Staff Report_Joint Equity_01-23-2025_SL
 2. Location Map
 3. Ordinance No. 2025-D, SSCPA
 4. business-impact-estimate-_Ord 2025-D
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

SSCPA AND REZONING

Owner: Joint Equity, LLC

General Location: South of Guarrant Street and East of Kentucky Ave.

Number of Acres: 0.41 ± acres

Existing Zoning: Urban Residential District (UR-5)

Existing Land Use: Residential Single Family Medium Density (5 units/acre)

Proposed Zoning: Neighborhood Commercial (C-1)

Proposed Land Use: Downtown Mixed Use (12 units/acre and 1.0 FAR)

Date: January 23, 2025

Description of Project

The owner is seeking a small-scale comp plan amendment and rezoning for a 0.41 ± acre site. The site is located west of the existing Radio Station. The applicant proposes to utilize the site as parking and special events in association with the redevelopment of the Radio Station site.

	Surrounding Zoning	Surrounding Land Use
North	PFD and C-1	Institutional and Downtown Mixed Use
South	UR-5	Residential Single Family Medium Density
East	C-1	Downtown Mixed Use
West	UR-5	Residential Single Family Medium Density

Assessment

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Residential Single Family Medium Density (5 units/acre) per FLU Policies 1-2.1.1 and 1-2.2.6 to Downtown Mixed Use (12 units/acre and 1.0 FAR) per FLU Policies 1-2.1.1 and 1-2.1.2 on 0.41 ± acres. The existing adjacent Land Uses are Institutional, Downtown Mixed Use and Residential Single Family Medium Density.

The proposed Downtown Mixed Use category is compatible with the adjacent properties, provides for the continued commercial use, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.1.2, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 2 residential units. The proposed land use of Downtown Mixed Use allows the maximum development potential of 17,860 SF based a 1.0 Floor Area Ratio (FAR) and 5 residential units per FLU Policy 1-2.1.2. The net result is an increase of 3 residential units and an increase of 17,860 SF of commercial uses.

The data and analysis indicate that there is a need for additional commercial lands to meet the projected need for the planning year 2035. The addition of 0.41 acres would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

10. Downtown Mixed Use. Development shall consist of a mix of commercial, office, and residential uses. The residential uses are intended to help generate and support employment and promote development in those areas where infrastructure already exists. Residential density must be within 12 dwelling units per acre.

Policy 1-2.1.2: Standards of development for Mixed Use Land Use Categories

Performance and Development Standards

- **Density:** Residential density shall not exceed 12 dwelling units per acre
- **ISR:** Maximum Impervious Surface Ratio (ISR): 1.0
- **FAR:** Maximum Floor Area Ratio (FAR) for non-residential uses: 1.0
- **Minimum Gross Acreage:** There is no minimum acreage requirement.
- **Net Acreage:** Total land area less wetlands and open water.
- **Vertical Mixed Use:** Residential dwellings shall be permitted above or attached to commercial, office, or civic uses.
- **Parking:** Parking requirements are addressed in the Land Development Regulations (LDR).

Policy 1-1.10.1: Land Use Allocation.

The City shall designate land use on the Future Land Use Map to accommodate needs identified within the Comprehensive Plan supporting document (i.e., Data Inventory & Analysis). The City shall allocate a reasonable amount of land above identified needs to avoid economic impacts, which a controlled supply of land places on land values and market potential.

Policy 1-1.10.2: Promote Orderly, Compact Growth.

Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service. Land shall not be designated for growth and development if abundant undeveloped land is already present within developed areas served by facilities and services.

TRIP GENERATION ANALYSIS

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would increase traffic. SR 19 is designated as an arterial roadway with an adopted Level of Service (LOS) of D. Guarrant Street is a local roadway with an adopted LOS of D. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Multi-Family	5 Units	220	34	3	2	1
Retail<40k	17,860 SF	822	972	118	59	59
TOTAL GROSS TRIPS (PROPOSED)			1,006	121	61	60

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	2 Units	210	19	2	1	1
TOTAL GROSS TRIPS (EXISTING)			19	2	1	1

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	119	60	59

School Impact Analysis – The amendment will have no net increase in school age children.

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a negative capacity of -0.03 MGD (includes Umatilla Colonial, LLC amendment) for concurrency purposes and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will cause a deficiency.

Chapter 9, Section 2(c) of the LDRs outlines the standards to be met for concurrency. Item 2 indicates that the necessary facilities and services are in place at the time a development permit is issued, or a development permit is issued subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the development are anticipated to occur. It should be

noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2025.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 166,000 gallons per day (0.166 MGD) with a remaining capacity of 132,000 gallons per day (0.132 MGD). The proposed amendment would not cause a deficiency in the City's Level of Service standards and the city would have 131,800 gallons per day (0.1318 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 10 and the estimated employees are 6 and the estimated solid waste is 80 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is currently undeveloped and is not located within the 100-year flood plain. Should protected species

Rezoning

The applicant is requesting that the site be rezoned from Urban Residential District (UR-5) to Neighborhood Commercial (C-1). The rezoning to C-1 is compatible with the adjacent zonings of C-1, PFD, and UR-5. Appropriate landscape buffers will be established at time of development to mitigate potential impacts to residential development. The subject site meets the minimum lot size requirement of the C-1 zoning district which is 15,000 SF lot with 125' of road frontage. The subject site has approximately 149.50' along Guarrant Street and is 17,860 SF.

Further, the site is located within the Downtown Overlay District which waives the setbacks requirements as follows: Front – None, Side – None, Rear – 8' adjacent to residential and none adjacent to commercial or street. The building form requires that the primary street façade built to the front setback line is a minimum of 80%. The maximum ISR for new development is 75%, 25% open space and a maximum building height of 48'. Internal landscaping requirements for parking lots may be waived provided a perimeter 5' buffer is provided with a minimum of a 3' planted area is provided, with a continuous hedge and 1 understory tree per 30'.

Recommendation

SSCPA

The proposed amendment to Downtown Mixed Use is consistent with the comprehensive plan as previously outlined. Water concurrency can be met subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the subject development are

anticipated to occur. It should be noted that the city is in the process of renewing the Consumptive Use Permit. Staff recommends approval.

Rezoning

The proposed rezoning of Neighborhood Commercial (C-1) is consistent with the comprehensive plan and land development regulations as previously outlined. Concurrency review based on the proposed zoning and current usage indicates that there is sufficient water capacity to serve the proposed development (Table 3). Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing City Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						-0.0302 *
Joint Equity LLC	0.41	Residential Single Family Medium Density (5 units/acre)	Downtown Mixed Use (1.0 FAR) (12 Units/Acre)	17,818 SF 5 MF units	0.0018	
Total	0.41					-0.032

*Includes RLW Holdings Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

Persons per household – 2.0

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing City Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.1318*
Joint Equity LLC	0.41	Residential Single Family Medium Density (5 units/acre)	Downtown Mixed Use (1.0 FAR) (12 Units/Acre)	17,818 SF 5 MF units	0.0014	
	0.41					0.1304

*Includes RLW Holdings Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc

Commercial based on 850 gpd per acre

2.0 Persons per household

Table 3 – Water Analysis Based on Zoning

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.286*
Joint Equity LLC	0.41	Neighborhood Commercial	17,818 SF 5 MF units	0.0018	
Total	0.41				0.284

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc
Commercial based on 850 gpd per acre
2.0 Persons per household



Legend

Site Boundary



Joint Equity, LLC

Umatilla, Florida
Aerial Map

Project: 1007401
File: Aerial
Name: Joint Equity, LLC
File: 5.1.mxd
Date: January 23, 2025
Created By: T. Kunkin



ORDINANCE 2025-D

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(b); AMENDING THE LAND USE DESIGNATION OF 0.41 ± ACRES OF LAND DESIGNATED AS SINGLE FAMILY MEDIUM DENSITY TO DOWNTOWN MIXED USE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JOINT EQUITY, LLC LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Robert L. Wilson as manager of RLW Holdings, LLC, ("Owner") requesting that real property within the city limits of the City of Umatilla ("City") be assigned a Land Use designation from Single Family Medium Density to Downtown Mixed Use per the City's Comprehensive Plan; and

WHEREAS, the Land Use amendment would facilitate commercial development and is in compliance with the policies of the City's Comprehensive Plan; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the City's Local Planning Agency has reviewed the proposed Land Use amendment to the Comprehensive Plan and provided recommendations to the City Council ; and

WHEREAS, the City Council reviewed said petition, the recommendations of the Local Planning Agency, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, the City has held such public hearings and the records of the City provide that the Owner of the land affected have been notified as required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF UMATILLA, FLORIDA, AS FOLLOWS:

Section 1: Purpose and Intent.

That the Land Use designation of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be amended from Single Family Medium Density to Downtown Mixed Use, as depicted on the map attached hereto as Exhibit "A", and as defined in the City's Comprehensive Plan.

PROPERTY LEGAL DESCRIPTION: Lots 1 and 2, Block A, Description of BLK A, of Anna D. Guerrant's Subdivision of Umatilla, Florida, according to the Plat thereof, recorded in Plat Book 5, Pages 36 of the Public Records of Lake County, Florida. ("Property") Alternate Key # 1128960.

- A. That a copy of this Land Use amendment shall be filed in the City Clerk's office as a matter of permanent record of the City, and that matters and contents therein are

made a part of this Ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

- B. The City Clerk is hereby directed to transmit a copy of this Ordinance to the appropriate governmental agencies pursuant to Chapter 163, Florida Statutes.
- C. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the City's Comprehensive Plan Land Use Map.

Section 2: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date.

This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2025.

Christopher R. Creech, Mayor
City of Umatilla, Florida

ATTEST:

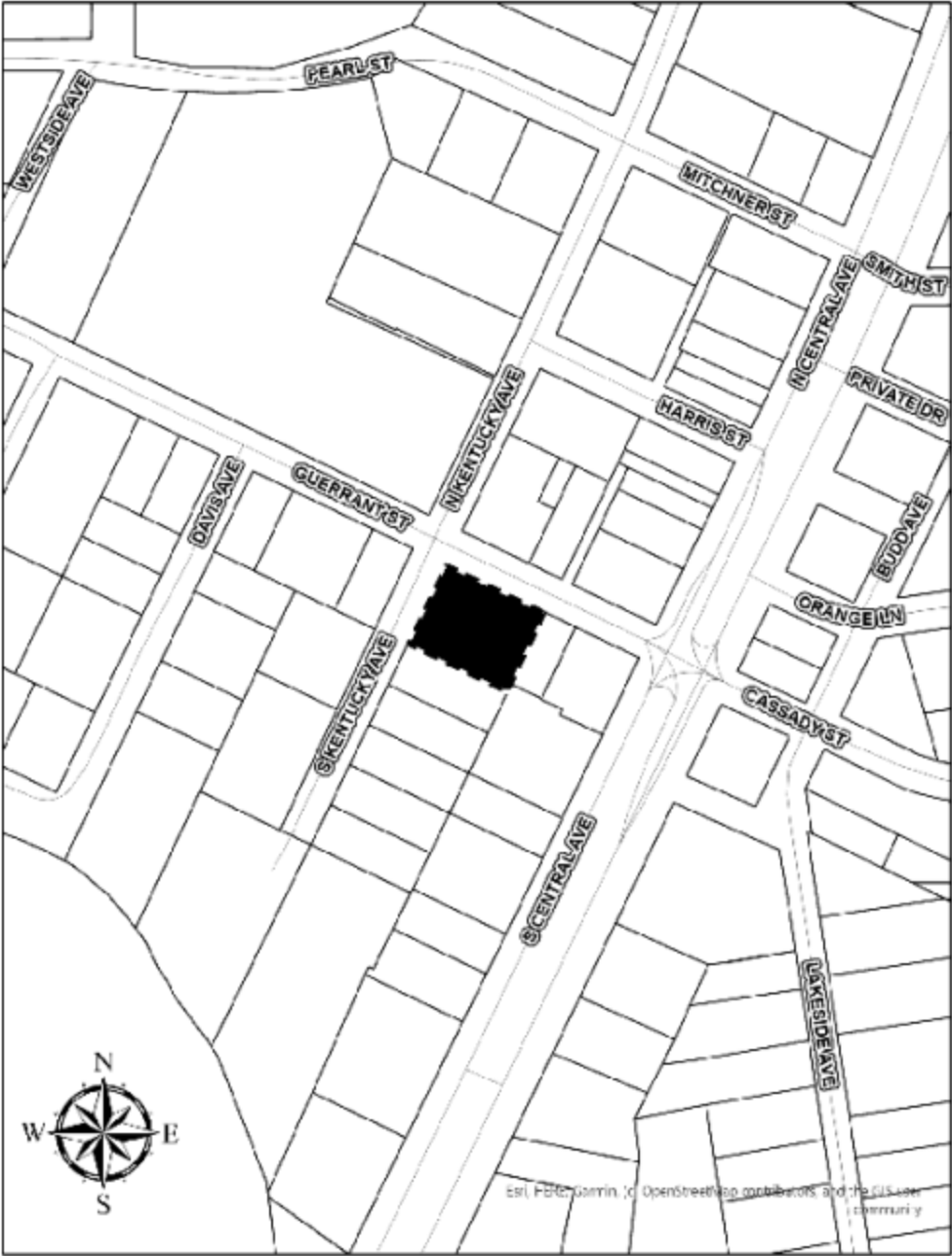
Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(b); AMENDING THE LAND USE DESIGNATION OF 0.41 ± ACRES OF LAND DESIGNATED AS SINGLE FAMILY MEDIUM DENSITY TO DOWNTOWN MIXED USE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JOINT EQUITY, LLC LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The intent of the ordinance is to align the City's advertising requirements with the Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; **No reasonable increase anticipated.**

(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; **No.**

and

(c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **\$0.00**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **None. The proposed ordinance will decrease the time it takes all applicants who request items before the City Council.**

4. Additional information the governing body deems useful (if any): **None.**



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: March 27, 2025

MEETING DATE: April 1, 2025

SUBJECT: Final Reading of Ordinance No. 2025-D1, Joint Equity Rezoning

BACKGROUND SUMMARY:

The applicant is requesting a rezoning of the subject site from Urban Residential District (UR-5) to Neighborhood Commercial (C-1). The proposed rezoning is compatible with the surrounding zoning designations of C-1, PFD, and UR-5, ensuring the consistency of land uses in the area. The applicant has committed to establishing appropriate landscape buffers during development to mitigate potential impacts on adjacent residential properties.

The subject site meets the minimum requirements for the C-1 zoning district, which mandates a minimum lot size of 15,000 square feet and 125 feet of road frontage. The site has approximately 149.50 feet of frontage along Guarrant Street and a total area of 17,860 square feet, satisfying the necessary criteria for the requested rezoning.

Additionally, the site is located within the Downtown Overlay District, which offers certain design flexibility. Notably, the Downtown Overlay District waives setback requirements: no front or side setbacks are required, with a rear setback of 8 feet required only when adjacent to residential properties. There are no rear setbacks when adjacent to commercial or street areas. The building form must meet a requirement where at least 80% of the primary street façade is built to the front setback line.

Development within the district is also subject to specific density and design standards: a maximum impervious surface ratio (ISR) of 75%, 25% open space, and a maximum building height of 48 feet. For parking areas, internal landscaping requirements may be waived, but a 5-foot perimeter buffer must be provided, which includes a 3-foot planted area, a continuous hedge, and one understory tree per 30 feet.

Overall, the proposed rezoning and development plan are consistent with the surrounding area's zoning and the design objectives of the Downtown Overlay District.

RECOMMENDATIONS:

Approve Final Reading of Ordinance No. 2025-D1, Joint Equity Rezoning

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Ordinance No. 2025-D1, Joint Equity Rezoning
 2. business-impact-estimate-_ Ord 2025-D1
-

ORDINANCE 2025-D1

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, REZONING 0.41 ± ACRES OF LAND ZONED URBAN RESIDENTIAL DISTRICT (UR-5) TO NEIGHBORHOOD COMMERCIAL (C-1) FOR PROPERTY OWNED BY JOINT EQUITY, LLC, GENERALLY LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Robert L. Wilson, as manager of Joint Equity, LLC, to rezone approximately 0.41 acres of land from Urban Residential District (UR-5) to Neighborhood Commercial (C-1) District; and

WHEREAS, the petition bears the signature of all required parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published; and

WHEREAS, the City Council reviewed said petition, the recommendations of staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the below-described property has been duly approved.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

The zoning classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be rezoned as Neighborhood Commercial (C-1), as defined in the City's Land Development Regulations.

PROPERTY LEGAL DESCRIPTION:

Lots 1 and 2, Block A, Description of BLK A, of Anna D. Guerrant's Subdivision of Umatilla, Florida, according to the Plat thereof, recorded in Plat Book 5, Pages 36 of the Public Records of Lake County, Florida ("Property").

Alternate Key # 1128960.

Section 2: Zoning Classification.

The Property shall be designated as C-1, Neighborhood Commercial, in accordance with the City's Land Development Regulations, as amended.

Section 3: The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning map of the City of Umatilla, Florida, to include said designation consistent with this Ordinance.

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6: Effective Date.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2025.

Christopher R. Creech, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, REZONING 0.41 ± ACRES OF LAND ZONED URBAN RESIDENTIAL DISTRICT (UR-5) TO NEIGHBORHOOD COMMERCIAL (C-1) FOR PROPERTY OWNED BY JOINT EQUITY, LLC, GENERALLY LOCATED SOUTH OF GUERRANT STREET AND EAST OF KENTUCKY STREET; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The intent of the ordinance is to align the City's advertising requirements with the Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; **No reasonable increase anticipated.**

(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; **No.**

and

(c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **\$0.00**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **None. The proposed ordinance will decrease the time it takes all applicants who request items before the City Council.**

4. Additional information the governing body deems useful (if any): **None.**



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: March 27, 2025

MEETING DATE: April 1, 2025

SUBJECT: Contract Approval to Trinity Electrical Services, LLC for Airport Rotating Beacon and Beacon Tower Replacement

BACKGROUND SUMMARY:

At the March 4th City Council meeting, the council awarded the low bid to Trinity Electrical Services for the construction of a new airport rotating beacon and tower. The City received 100% funding for this beacon and tower through an FDOT grant.

Staff recommends approval of this contract for \$117,320.

RECOMMENDATIONS:

Approval of the Contract with Trinity Electrical Services for \$117,320.

FISCAL IMPACTS:

\$117,320 funded by FDOT Grant

ATTACHMENTS:

1. Trinity Electrical Services, LLC Contract Airport Rotating Beacon and Beacon Tower Replacement
 2. FLORIDA PUBLIC ENTITY ADDENDUM -Tinity Electrical
-

CONTRACT FORM

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the City of Umatilla, Florida, having an address at 1 South Central Avenue, Umatilla FL 32784 (hereinafter called Owner) and **Trinity Electrical Services, LLC.** having an address at **2317 Golden Isles West, Baxley, GA 31513** (Hereinafter called Contractor)

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct, and complete all Work as specified and indicated in the **Airport Rotating Beacon and Beacon Tower Replacement Contract.**

ARTICLE 2 - CONTRACT TIMES

2.1 Contract Time. The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 "Failure to Complete on Time" and accepted in accordance with General Provisions Section 50-15 "Final Acceptance". In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08.

2.2 Damages for Delay in Completion. If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 "Determination and Extension of Contract Time", the sum stipulated in General Provisions Section 80-08 "Failure to Complete on Time" will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 3 - CONTRACT PRICE

3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total in the amount of **\$117,320.00**, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 "Consideration of Proposals" if applicable.

3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section 90, "Measurement and Payment".

ARTICLE 4 - PAYMENT PROCEDURES

4.1 Partial Payments. Partial payments will be made at least once per month based on the Engineer's estimate in accordance with General Provisions Section 90, "Measurement and Payment". Progress payments will be made in accordance with General Provision Section 90-06, "Partial Payments".

4.2 Retainage. From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, "Partial Payments", will be deducted and retained by the Owner until the final payment is made.

4.3 Final Payment: Final payment will be made in accordance with General Provisions Section 90-09, "Acceptance and Final Payment".

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 5.1** Contractor has examined and carefully studied the Contract including Addenda.
- 5.2** Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3** Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4** Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.
- 5.5** Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 5.6** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.
- 5.7** Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 5.8** If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 6 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 6.1 The Proposal with discrepancies corrected, inclusive of the required forms.
- 6.2 This Contract Form.
- 6.3 The Contractor's Performance Bond and Payment Bond.
- 6.4 The Contractor's Certificates of Insurance.
- 6.5 The Notice of Award and Notice to Proceed.
- 6.6 The General Provisions, Special Provisions, and Technical Specifications, which are a part of the Contract.
- 6.7 The Contract Drawings as listed in the Table of Contents.
- 6.8 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
1	1-30-2025
2	2-7-2025

- 6.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplemental Agreement.

ARTICLE 7 - MISCELLANEOUS

- 7.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, "Definition of Terms".
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 7.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.
- 7.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. This Agreement will be effective on the day and year firstabove written.

OWNER

Aaron Mercer
City Manager

(SEAL)

CONTRACTOR:

Trinity Electrical Services LLC
(Company Name)

(SEAL)

Chad Hutchinson
(Signature)

Chad Hutchinson
(Printed Name)

CEO
(Printed Title)

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF FLORIDA
COUNTY OF LAKE } SS:

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Blankenship, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at _____, that he/she/they is(are) the _____ of _____, the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF _____
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(CERTIFICATE OF OWNER'S ATTORNEY)

I, the undersigned, _____, the duly authorized and acting legal representative of the Owner, do hereby certify as follows:

I have examined the foregoing Contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named therein; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Owner's Attorney

Date

END OF CONTRACT FORM

Bond No. 800180444

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Trinity Electrical Services, LLC
2317 Golden Isles West
Baxley, GA 31513

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Umatilla, Florida
1 South Central Avenue
Umatilla, FL 32784

CONSTRUCTION CONTRACT

Date: March 14, 2025

Amount: \$ 117,320.00

One Hundred Seventeen Thousand Three Hundred Twenty Dollars and 00/100

Description:

(Name and location)

Umatilla Municipal Airport, Airport Rotating Beacon and Beacon Tower Replacement, City Project No./ITB No.
2025-AP-001

BOND

Date: March 19, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 117,320.00

One Hundred Seventeen Thousand Three Hundred Twenty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

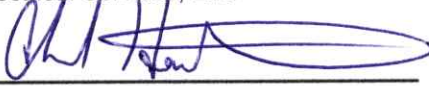
CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Trinity Electrical Services, LLC

Signature:



Name Chad Hutchinson
and Title: CEO

SURETY

Company:

(Corporate Seal)

Atlantic Specialty Insurance Company

Signature:



Name Lauren Blair
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Lockton Companies, LLC
1715 Aaron Brenner Drive, Suite 512
Memphis, TN 38120
901-767-6969

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Bond No. 800180444

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Trinity Electrical Services, LLC
2317 Golden Isles West
Baxley, GA 31513

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Umatilla, Florida
1 South Central Avenue
Umatilla, FL 32784

CONSTRUCTION CONTRACT

Date: March 14, 2025

Amount: \$ 117,320.00 One Hundred Seventeen Thousand Three Hundred Twenty Dollars and 00/100

Description:

(Name and location)

Umatilla Municipal Airport, Airport Rotating Beacon and Beacon Tower Replacement, City Project No./ITB No. 2025-AP-001

BOND

Date: March 19, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 117,320.00 One Hundred Seventeen Thousand Three Hundred Twenty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Trinity Electrical Services, LLC

Signature:



Name
and Title:

SURETY

Company: (Corporate Seal)

Atlantic Specialty Insurance Company

Signature:



Name
and Title: Lauren Blair
Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Lockton Companies, LLC
1715 Aaron Brenner Drive, Suite 512
Memphis, TN 38120
901-767-6969

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **James R Dickson, Lauren Blair, Margaret M Spalding, Mark R. Duggan**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

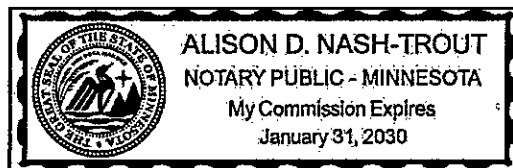
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of March, 2025.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

FLORIDA PUBLIC ENTITY ADDENDUM

TO

AIRPORT ROTATING BEACON AND BEACON TOWER REPLACEMENT CONTRACT

The City Council (the “Council”), on behalf of the **CITY OF UMATILLA** (the “City”), is entering into, or has entered into, a contractual relationship with **TRINITY ELECTRICAL SERVICES, LLC** (“Contractor”) to provide services to the City. Because the City is a unit of local government operating in, and pursuant to the laws of, the State of Florida, the required provisions set forth in this addendum are incorporated into all contracts between the City and the Contractor including the **AIRPORT ROTATING BEACON AND BEACON TOWER REPLACEMENT CONTRACT** (the “Agreement”) and shall prevail over any conflicting provisions contained in such contracts. The terms of this Addendum constitute an amendment to the Agreement to be incorporated therein as if fully set forth in the body thereof.

I. PUBLIC RECORDS (§ 119.0701, F.S.)

In accordance with the provisions of Section 119.0701(2), Florida Statutes: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS AT ATTN: JESSICA BURNHAM, CITY CLERK, 1 SOUTH CENTRAL AVE., UMATILLA, FL 32784 ; 352-669-3125.**

The Contractor must comply with public records laws, specifically to:

1. Keep and maintain public records required by the Council to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City custodian of public records, in a format that is compatible with the information technology systems of the City. No public record created by or in the possession of the City or Contractor is exempt or confidential unless it is subject to a specific provision of Florida statute conferring exempt or confidential status, and public records, other than exempt or confidential public records, will be provided by the City to any person upon request without notice to the Contractor.

II. PUBLIC ENTITY CRIMES BILL (§ 287.133, F.S.)

Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

III. E-VERIFY (§ 448.095, F.S.)

Prior to the employment of any person performing services to the City, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by Contractor after the execution of this Agreement who are providing labor to the City; and (b) all employees within the State of Florida of any of the Contractor's sub-contractors that are hired by those sub-contractors after the execution of this agreement who are providing labor to the City.

IV. NO SOVEREIGN IMMUNITY WAIVER (§ 768.28, F.S.); APPLICABLE LAW

Nothing contained in the contract or contracts between the City and the Contractor, or in any instruments executed pursuant to the terms of such contract or contracts, shall be construed or interpreted as a waiver by the Council of any right, privilege or immunity, whether in contract or tort, that the Council or City may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the City and the Contractor. Nothing in the contract between the City and the Contractor shall require the City to indemnify the Contractor for the negligence of any person other than the City. Any provision in the contract or contracts between the City and the Contractor whereby the City agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes.

V. FLORIDA LOCAL GOVERNMENT PROMPT PAYMENT ACT (§218.70, F.S.)

The City is a "local government entity" within the meaning of the Florida Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes (the "Act"). This law requires the City to make timely payment for services and establishes procedures for calculation of payment due dates. The Contractor acknowledges that it has had the opportunity to review the Act and that its provisions supersede any inconsistent provisions of contracts between the City and the Contractor.

VI. GOVERNMENT AND CORPORATE ACTIVISM (CHAPTER 2023-28)

The Contractor hereby acknowledges that a local government may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests.

VII. CERTIFICATION AGAINST HUMAN TRAFFICKING (§ 787.06, F.S.)

The Contractor hereby certifies that it, and any subcontractors, are not participating in and have not participated in any form of human trafficking, as defined in Florida Statutes § 787.06. The Contractor further affirms that it will comply with all applicable laws regarding human trafficking during the term of this agreement. The Contractor understands that any violation of this certification may result in termination of the contract and/or legal action.

VIII. POWERS OF THE CITY

The Contractor acknowledges that pursuant to the powers of municipalities under Florida law, Contractor will not be compensated for any goods or services provided unless they are (1) in furtherance of municipal purposes and (2) pursuant to a legal exercise of municipal powers. The City may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget, and expenditures of the City are contingent upon annual appropriation of funding.

CITY OF UMATILLA, FLORIDA

By: _____
Christopher Creech, Mayor

ATTEST:

By: _____
Jessica Burnham, City Clerk

Date: _____

Contractor

TRINITY ELECTRICAL SERVICES, LLC

By: _____

As its: _____



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: March 27, 2025

MEETING DATE: April 1, 2025

SUBJECT: Agreement for Sale and Purchase of Real Property - Lake Ferns Industrial Park

BACKGROUND SUMMARY:

At the March 18, 2025, City Council meeting, City Attorney Kevin Stone notified the Council that he had received an offer from Lake Fern Properties, LLC, to buy the City's abandoned 22+/- acre sprayfield on Golden Gem Drive. Mr. Stone received unanimous approval to negotiate with the buyer's attorney on a sale price and bring back the contract/agreement for their approval.

Upon successful negotiations, the buyer agreed on a purchase price of \$818,988.25, which is the same price the City paid the Philips Company to repurchase the property after their development plans were withdrawn.

Payment is due at closing, and they will have 30-days from the effective date of the agreement to conduct and complete their due diligence.

RECOMMENDATIONS:

Approval of the contract and agreement for \$818,988.25 by Lake Fern Properties, LLC

FISCAL IMPACTS:

Revenue receipt of \$818,988.25

ATTACHMENTS:

1. Agreement for Sale and purchase of real Property - Lake Ferns Industrial Park rev. 3.26.25
-

AGREEMENT FOR THE PURCHASE

AND SALE OF REAL PROPERTY

This Agreement for the Purchase and Sale of Real Property ("Agreement") is entered into by and between **THE CITY OF UMATILLA**, a Florida municipal corporation, ("**Seller**") and **LAKE FERNS PROPERTIES, LLC**, a Florida limited liability company, ("**Buyer**"), as of the last date executed by the parties below (the "Effective Date"). The Seller and Buyer may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Seller agrees to sell, assign, and convey to Buyer, and Buyer hereby agrees to purchase from Seller, certain parcels of real property located in Lake County, Florida, as described on Exhibit A, attached hereto and incorporated herein, and which shall be more accurately described in the Title Commitment (as defined below in paragraph five), together with, as applicable, (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures situated thereon, and (iii) all permits, approvals, authorizations, and licenses relating to or affecting any such property which Buyer approves, but only to the extent applicable to such property, collectively referred to herein as ("**Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase Price. The Purchase Price for the Property shall be Eight Hundred Eighteen Thousand, Nine Hundred Eighty-eight Dollars and 25/100 Dollars (\$818,988.25) ("**Purchase Price**"), payable by the Buyer to Seller at Closing (as hereinafter defined), subject to prorations, credits, and other adjustments provided herein, as follows:

(a) A deposit in the amount of Twenty-Five Thousand Dollars and No/100 (\$25,000.00) ("**Initial Deposit**") shall be delivered to Cauthen & Burns, P.A. ("**Escrow Agent**") on or before five (5) business days of the Effective Date, which will be deposited in Escrow Agent's non-interest bearing trust account and either applied to the Purchase Price at Closing or disbursed as otherwise provided in this Agreement.

(b) The balance of the Purchase Price, subject to prorations, credits and other adjustments provided herein, shall be payable by the Buyer to the Seller at Closing in immediately available funds.

2. Delivery by Seller. On or before five (5) days after the Effective Date, Seller will furnish to Buyer a copy of all of the following documents, as applicable, pertaining to the Property which are in Seller's possession: any lease, survey, soils report, environmental report, zoning entitlements, environmental permits, title report or policy, any and all other documents or instruments pertaining to the physical condition of the Property.

3. Inspection.

(a) Buyer shall have thirty (30) days after Effective Date ("**Inspection Period**") to conduct tests, studies, inspections, evaluations, investigations and appraisals of the Property.

(b) Buyer, and all of Buyer's agents, contractors, consultants, representatives and other persons designated by Buyer, shall have the right to enter the Property, for the purpose of investigation, discovery and testing of the Property, including, but not limited to, surveying, soil testing and boring, geotechnical studies, hydrological studies, environmental studies, structural inspections or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, "**Inspections**"). As applicable, Seller shall provide to the Buyer all keys and entry codes required for access to the Property. Seller shall cooperate with Buyer in conjunction with the Inspections, including providing access to the Property, at all reasonable times prior to Closing. Seller shall cooperate in regard to Buyer's efforts to obtain all appropriate or relevant information concerning the Property. The right of entry provided to Buyer and its consultants shall continue unabated for so long as this Agreement remains in effect, but the right to cancel by reason of Inspections shall expire at the expiration of the Inspection Period. All of Buyer's Inspections shall be at Buyer's sole cost and expense. Buyer shall remove or bond any lien of any type that attaches to the Property as a result of any Buyer's Inspections. Upon completion of any Inspection, Buyer shall promptly restore any damage to the Property caused by such Inspection to the extent reasonably practicable to restore the Property to the condition in which it existed immediately prior to the damage. Buyer hereby indemnifies and holds Seller harmless, and agrees to defend Seller, from all injury (including death), damage, loss, cost or expense, claim, liability, including, but not limited to, attorneys' fees and court costs arising in whole or in part from Buyer's Inspections and from any other access to the Property by Buyer and Buyer's agents, contractors, consultants, representatives and other persons designated by Buyer. Buyer's obligation to restore the Property, and Buyer's indemnity obligations of this paragraph 3 shall survive for a period of one (1) year after the last activity performed pursuant to this paragraph 3, or earlier termination of this Agreement, and the indemnity obligations do not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Seller or Seller's agents or consultants, (b) any diminution in value of the Property arising from or relating to matters discovered by Buyer during its Inspections, (c) any latent defects in the Property discovered by Buyer (provided that Buyer exercises reasonable care upon the discovery of any such latent defects), or (d) the release or spread of any Hazardous Substance (as defined herein), which is discovered (but not deposited) on or under the Property by Buyer.

(c) If Buyer determines, in Buyer's sole discretion, that the Property is not suitable, acceptable, or desirable in any respect for the Buyer's Intended Use (as defined below in paragraph 4), then Buyer shall have the right to terminate this Agreement by written notice to Seller, delivered by the Buyer on or before the expiration of the Inspection Period and the Deposit shall be returned to Buyer by the Escrow Agent, and the Parties shall have no further duties or obligations.

(d) If the Buyer fails to terminate the Agreement prior to the expiration of the Inspection Period, then on or before five (5) days after the expiration of the Inspection Period, Buyer shall deposit in escrow with the Escrow Agent the additional sum of Twenty-Five Thousand Dollars and No/100 (\$25,000.00) ("**Additional Deposit**"), which will be deposited in Escrow Agent's non-interest bearing trust account and either applied to the Purchase Price at Closing or disbursed as otherwise provided in this Agreement.

(e) The Deposit shall become non-refundable upon the expiration of the Inspection Period, except in the event of (i) a Seller default, or (ii) some other express condition contained in this Agreement which entitles Buyer to terminate this Agreement and receive a return of the Deposit.

4. Approvals.

(a) Buyer intends to purchase the Property to develop the Property for the primary industrial location for RCM Utilities, LLC, a Florida limited liability company ("**Intended Use**"). It is essential that the Property be entitled with and have benefit of, all necessary utilities, zoning, land uses, development approvals, entitlements, authorizations and permits to allow Buyer's Intended Use. Seller acknowledges that Buyer will be required to obtain certain zoning, future land use and site plan approvals to permit Buyer's Intended Use of the Property ("**Approvals**"). The Parties agree to reasonably cooperate and work together to process the necessary applications for the Approvals to obtain the Approvals as quickly as reasonably possible, at no cost to Seller.

(b) The Parties agree that if Buyer has not obtained the Approvals (or waived the same in writing) prior to the expiration of the Inspection Period, as extended, then Buyer shall be entitled to terminate this Agreement by giving written notice to Seller. In the event Buyer elects to terminate the Agreement prior to the expiration of the Inspection Period, as the same may be extended, then Deposit being held by the Escrow Agent shall be disbursed to the order of Buyer and neither Party shall have any further right, duty or obligation to the other as a result of this Agreement except for any obligations expressly surviving termination of this Agreement pursuant to their terms.

5. Title. On or before fifteen (15) days after the Effective Date, Buyer shall obtain, at Buyer's expense, from Escrow Agent a title commitment ("**Title Commitment**") for the Property issued by the Escrow Agent as agent for Old Republic National Title Insurance Company ("**Title Company**") in an amount no less than the Purchase Price. The Commitment shall include copies of all documents referenced as exceptions therein. Buyer shall pay all costs of the Commitment and the premium for the title policy to be issued pursuant to the Title Commitment.

6. Review of Title Report.

(a) Buyer shall have ten (10) days after receipt of the Title Commitment and any documents referred to in the Title Commitment as conditions, exceptions, or reservations to title to the Property ("**Title Defects**"), to review such items and to deliver in writing any conditions, defects, encroachments, or other objections which are not acceptable to Buyer ("**Objection Notice**"). If no written objections are timely delivered by Buyer to Seller, then the Title Commitment shall be deemed to be approved by Buyer.

(b) On or before five (5) days after receipt of the Objection Notice, if any, Seller shall elect whether or not to cure the Title Defects raised by Buyer. Failure of Seller to give notice to Buyer within such period will be deemed Seller's election to not cure. In the event the Seller elects to cure, then the Seller shall promptly make a good faith effort to cure the Title Defects on or before thirty (30) days after receipt of the Objection Notice ("**Title Cure Period**"). As

applicable, the Closing Date shall be extended for a period equal to the time required by Seller to complete the cure of the Title Defects and notify Buyer of such cure.

(c) In the event Seller either elects to not cure the Title Defects or is not able to cure all Title Defects within such thirty (30) day period, then Seller shall give prompt written notice to Buyer of those Title Defects which Seller is unable or unwilling to cure. In either event, and at any time during the Title Cure Period, Buyer shall have the option either to (i) waive the Title Defect(s) which Seller is unable or unwilling to cure and proceed to Closing, or (ii) terminate this Agreement by giving written notice to Seller on or five (5) days of Seller's election not to cure said defects and receive a refund of the Deposit, whereupon the Parties shall thereafter be relieved of all further liability hereunder. Notwithstanding anything herein to the contrary, if the Buyer delivers such written notice to terminate this Agreement due to Title Defects, then Buyer's sole remedy is to receive the return of the Deposit, and upon the disbursement thereof to Buyer, this Agreement and, except as otherwise expressly provided for herein, all rights and obligations of the Parties hereunder shall terminate.

(d) Notwithstanding anything herein to the contrary, Seller shall be required to satisfy any liens on the Property which can be cleared by the payment of money, other than liens created by Buyer, on or before Closing.

7. Closing. Subject to the terms and conditions herein, the Closing of transaction contemplated in this Agreement shall be on or before **May 15, 2025 ("Closing")** at the office of Cauthen & Burns, P.A. located at 215 N. Joanna, Avenue, Tavares, Florida 32778, at such other place as may be designated by the Parties in writing, or by remote means.

8. Closing Costs.

(a) Seller shall pay (i) transfer taxes on the deed; (ii) the cost to record the deed; (iii) the cost to record curative instruments, if any, and (iv) Seller's attorneys' fees.

(b) Buyer shall pay (i) the cost of Buyer inspections; (ii) the costs of the title search and title insurance (including any endorsement premiums); (iii) the cost of the survey, if any; (iv) the costs of financing, if any, and (v) Buyer's attorneys' fees.

(c) Buyer and Seller shall share equally the costs and expenses of any escrow closing charges charged by the Escrow Agent.

(d) Real estate taxes for the year of Closing shall be prorated on an accrual basis as of the Closing Date, based upon the most recent ascertainable taxes. The Parties agree to a re-proration and adjustment of the real estate taxes when the actual tax bill for the year of Closing is received. Notwithstanding the above, the Parties acknowledge that, due to the government ownership of the Property, the Property is exempt from real estate taxes while owned by the Seller. As such, the Seller shall not be responsible for real estate taxes for any period prior to Closing. If at any time before Closing the Property, or any part thereof, shall be the subject of any assessment or assessments which are payable in annual installments, other than ad valorem real estate taxes, then for the purposes of this Agreement all of the unpaid installments of any such assessment including those which are to become due and payable after Closing, shall be deemed to be due and payable and shall be paid and discharged by Seller on or before Closing.

9. Closing Documents. the Parties shall execute and deliver the following documents at Closing:

(a) A Special Warranty Deed executed by Seller conveying to Buyer fee simple title to the Property in form satisfactory to the Buyer and the Escrow Agent;

(b) A Seller's affidavit sufficient in form and content to permit deletion of all the standard general exceptions, except the standard survey exceptions, from the Commitment;

(c) Closing Statement; and

(d) Such other closing documents as reasonably may be required to consummate the transaction contemplated by the Agreement, or which may be required by the Escrow Agent in order to issue the title policy as required by the Commitment.

10. Seller's Warranties and Representations. Seller warrants and represents to Buyer the following:

(a) Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all conditions, exceptions or reservations, except for those matters specifically approved (or deemed approved) by Buyer pursuant to this Agreement;

(b) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents;

(c) The execution, delivery and performance by Seller of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Seller is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction or decree of any court or governmental instrumentality;

(d) There are no judgments outstanding against Seller or petitions, suits, claims, causes of actions or moratoria or any other proceedings pending or to Seller's knowledge threatened against Seller before any court or other governmental, administrative, regulatory, adjudicatory, or arbitral body of any kind, which if decided adversely to the Seller would adversely affect Seller's ability to perform the obligations of this Agreement;

(e) There are no adverse or other parties in possession of the Property, or of any part thereof, other than Seller; and no party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereon.

(f) To the best knowledge and belief of Seller, no facts or conditions currently exist which could result in the termination of the current access from the Property to any presently existing highway and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining or situated on the Property;

(g) To the best of Seller's knowledge, all utilities including without limitation, water, sewer and electricity are available at the Property;

(h) There is no pending, or to the best knowledge and belief of Seller, threatened litigation or governmental action which could adversely affect the right of Seller to sell the Property or have a materially adverse effect on the title to the Property;

(i) Seller has received no notice from any governmental authority of the existence of any violation or potential violation of any environmental statute, rule or regulation with respect to the Property, and to the best of Seller's information, knowledge and belief, no grounds exist therefore.

(j) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended ("Code"), or under any comparable state statutes which are applicable to this transaction. At Closing, Seller will execute and deliver to Buyer an affidavit regarding such matters.

(k) Seller, to the best knowledge of Seller, nor any other person has ever caused or permitted any "Hazardous Material" (as hereinafter defined) to be placed, held, located, or disposed of on, under, or at the Property or any part thereof, and neither the Property nor any part thereof has been used as a dump site or storage site, whether permanent or temporary, for any Hazardous Material. As used herein, the term "Hazardous Material" shall mean any hazardous, toxic, or dangerous waste, substance, or material defined as such in or for the purposes of the Comprehensive Environmental Response Compensation and Liability Act of 1980, The Resource Conservation Recovery Act, the Superfund Amendment Reauthorization Act, any so-called superfund or superlien law, Chapter 403, Florida Statutes, or any other federal, state, or local statute law, ordinance, code, rule, regulation, order, or decree, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or any time hereafter in effect (the "Environmental Laws"). Seller hereby agrees to defend, indemnify, and hold Buyer harmless from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines, or expenses including reasonable attorneys' fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization, or body against Buyer, as a result of a breach of the covenants, warranties, and representations contained in this Agreement with regard to hazardous or toxic waste, asbestos, radon, or any other waste or contaminates, or asserted by any person, entity, agency, organization or body against Buyer, in connection with liabilities associated with cleaning up, moving, disposal of, or otherwise eliminating any oil, toxic substance, hazardous substance, solid waste, waste, or contaminate from the Property. This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines, or expenses, including reasonable attorneys' fees and legal assistants' fees, incurred by Buyer under the Environmental Laws.

(l) Seller has no knowledge of any archeological, anthropological, or historical finds, or sites or any endangered or threatened species in, on or about the Property.

11. Buyer's Representations and Warranties. Buyer warrants and represents to Seller the following:

(a) The parties executing this Agreement and the documents described herein on behalf of Buyer have, and at the time of execution of such documents, shall have, the authority to bind Buyer in accordance with the terms hereof and of such documents.

(b) The execution, delivery and performance by Buyer of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Buyer is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction or decree of any court or governmental instrumentality.

(c) There are no judgments outstanding against Buyer or petitions, suits, claims, causes of actions or moratoria or any other proceedings pending or threatened against Buyer before any court or other governmental, administrative, regulatory, adjudicatory, or arbitrational body of any kind, which if decided adversely to the Buyer would adversely affect Buyer's ability to perform the obligations of the Agreement.

(d) Buyer's execution and delivery of this Agreement does not require the consent of, or notice to, any governmental authority or other third party.

12. Default. Except as provided herein:

(a) If the sale contemplated by this Agreement is not consummated through default of Buyer, then the Seller's sole and exclusive remedy shall be to retain the Deposit as full liquidated damages for such default by Buyer, and the Parties shall have no further rights or liabilities under this Agreement.

(b) If the sale contemplated by this Agreement is not consummated through default of Seller, then the Buyer may elect to (i) terminate this Agreement and demand and receive a refund of the Deposit or (ii) demand and receive specific performance of this Agreement.

13. Risk of Loss. Risk of loss to the Property or any part thereof shall remain with the Seller until the Closing Date.

14. Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail at the email address designated below. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon confirmation of receipt by sender if sent via electronic mail. Any notice may be executed and sent and/or received by a party's counsel and such notice shall be binding upon the party represented by such counsel. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

IF TO SELLER:

City of Umatilla
18975 1 S. Central Avenue
Umatilla, Florida 327784
Attn: City Manager
E-Mail: amercer@umatillafl.org

With a Copy To: Stone & Gerken, P.A.
Attn: Kevin M. Stone
4850 N. Highway 19A
Mount Dora, Florida 32757
E-Mail: kevin@stoneandgerken.com

IF TO BUYER: Lake Ferns Properties, LLC
419 North Grove Street
Eustis, Florida 32726.
Attn: F. Allen Bates III
E-Mail: allen@rcmutilities.com

With a Copy To: Cauthen & Burns, P.A.
Attn: J. Knox Burns IV
215 N. Joanna Avenue
Tavares, Florida 32778
E-Mail: jknoxburns@cflegal.com

IF TO ESCROW AGENT: Cauthen & Burns, P.A.
Attn: J. Knox Burns IV
215 N. Joanna Avenue
Tavares, Florida 32778
E-Mail: jknoxburns@cflegal.com

15. Escrow Agent. Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit the Deposit as provided hereinabove and to hold the same in escrow and to disburse the same, subject to clearance thereof, in accordance with the terms and provision of this Agreement. Escrow Agent agrees to perform its duties as required in this Agreement. Seller and Buyer agree that Escrow Agent shall not be liable for any action taken in good faith. In the event Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, then Escrow Agent may, in its sole discretion, continue to hold any funds which have been delivered to it until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto; alternatively, Escrow Agent may deposit all of the funds then being held pursuant to the terms of this Agreement with the Clerk of the Circuit Court of Lake County, Florida, and upon notifying all parties concerned of such action, Escrow Agent shall have no liability by reason of its acting as an escrow agent hereunder, except to the extent of accounting for any funds previously delivered out of escrow. In the event of any suit between Seller and Buyer in which Escrow Agent is made a party by virtue of its acting as an escrow agent hereunder, or in the event of any suit in which Escrow Agent deposits the Deposit or any funds being held pursuant to the terms of this Agreement in any interpleader action, Escrow Agent shall be entitled to recover its reasonable fees in all trial, appellate and bankruptcy court proceedings. All parties hereto agree that Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Seller or Buyer of the Deposit or funds held pursuant to the terms of this Agreement, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent.

16. Complete Agreement. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties.

17. Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns. Buyer may assign its rights under this Agreement without the prior written consent of Seller at any time prior to the closing. In that event, Buyer shall provide Seller with prior written notice of such assignment in form and substance reasonably satisfactory to Seller and Buyer shall remain liable for all of the obligations of Buyer under this Agreement.

18. Joint and Several Liability. If any party to this Agreement is comprised of two or more persons or entities, the liabilities and obligations of those persons or entities under this Agreement shall be joint and several.

19. Survival of Representations and Warranties. The representations and warranties of the parties set forth in this Agreement shall survive the Closing.

20. Commissions. Buyer and Seller each represent, warrant and covenant to the other that they have not entered into any agreement, incurred any obligation or know of any facts which might result in an obligation for any party to pay a sales or brokerage commission or finder's fee for this transaction.

21. Attorneys' Fees. In the event of any litigation between the Parties to enforce any provision or right under this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses expressly including, but not limited to, reasonable attorneys' fees incurred by such party in connection with the litigation. The "successful party" is the party whose position is substantially upheld in the ultimate adjudication of the dispute, including any appeals.

22. Time. Time is of the essence of this Agreement.

23. Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday or legal holiday.

24. Counterparts/Facsimile or Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures, including but not limited to DocuSign or .pdf, may be accepted as originals.

25. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida.

26. Effective Date of Agreement. The Effective Date of this Agreement for all purposes shall be the date when the last one of Seller and Buyer has executed same.

27. Amendments and Termination. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Buyer

28. Radon Gas Notification. In accordance with the requirements of Florida Statutes §404.056(5) the following notice is hereby given:

“RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

29. Option to Repurchase.

(a) Although Buyer has no affirmative obligation to develop the Property or perform construction thereon, it is of the essence of Seller's agreement to sell the Property that the Property to be developed as an industrial facility. Therefore, at Closing, a repurchase option in favor of Seller shall be placed of record, in a document recorded immediately following the deed. The repurchase option shall include substantially the following language, as such language may be modified by agreement of Buyer and Seller prior to Closing, “Seller shall have a right to repurchase the Property for the Repurchase Price in accordance with this Agreement, if and only if Buyer (or its successors or assigns in interest to the Property) shall fail to Commence Construction of a facility for the Buyer’s Intended Use within one (1) year following the date of this Agreement.” As used herein the term "Repurchase Price" shall mean the sum of Eight hundred eighteen thousand, nine hundred eighty-eight dollars and twenty-five cents (\$818,988.25) as increased from the date of this Agreement to the date of repurchase at the interest rate(s) applicable from time to time on Florida judgments, as determined in accordance with Florida Statutes Section 55.03. As used herein the term "Commence Construction" shall mean to obtain all necessary approvals and permits to allow construction of a facility for the Buyer’s Intended Use; to record a notice of commencement for such Intended Use; and to physically commence work following recordation of the Notice of Commencement.

(b) Upon Commencement of Construction of a facility for the Buyer’s Intended Use upon the Property within one (1) year following the date of this Agreement, Seller shall execute a satisfaction and termination of the repurchase right upon request. In any event, if the repurchase right provided for herein is not exercised within four (4) years from the date of this Agreement, then such repurchase option shall expire and be of no further force or effect.

IN WITNESSES WHEREOF, the parties have executed this document on the dates written below.

SELLER: The City of Umatilla

By: _____

Print Name: _____

Title: _____

Date Executed: _____

BUYER: Lake Ferns Properties, LLC

By: _____

F. Allen Bates III, as Manager of BRICCCM Holdings, LLC, a Florida limited liability company, as Manager of Lake Ferns Properties, LLC

Date Executed: _____

ESCROW AGENT:

CAUTHEN & BURNS, P.A.

By: _____

J. Knox Burns IV

Date Accepted: _____

EXHIBIT A

Lake County, Florida Parcel ID 14-18-26-0004-000-07000

The South one-half of the Southeast one-quarter of the Northwest one-quarter of the Southeast one-quarter of Section 14, Township 18 South, Range 26 East, Lake County, Florida.

Lake County, Florida Parcel ID 14-18-26-0004-000-06700

The North one-half of the South one-half of the East one-half of the Northwest one-quarter of the Southeast one-quarter; also the South one-half of the North one-half of the East one-half of the northwest one-quarter of the Southeast one-quarter, all in Section 14, Township 18 South, Range 26 East, Lake County, Florida.

Lake County, Florida Parcel ID 14-18-26-0004-000-06900

The Southwest one-quarter of the Northwest one-quarter of the Southeast one-quarter, in Section 14, Township 18 South, Range 26 East, Lake County, Florida

UMATILLA POLICE DEPARTMENT PRESS RELEASE**March 11, 2025 through March 17, 2025****ARRESTS****n/a****CRIMINAL CITATIONS REQUIRING COURT APPEARANCE****n/a****REPORTS FILED****3/11/2025****6:37
a.m.****Officers responded to a residential alarm in the area of Winthrop Avenue. Alarm was accidental.****3/13/2025****11:39
a.m.****Property was turned into the Umatilla Police Department. After an investigation, owner of property was found to have been transported by EMS. Items were placed into property and evidence for safekeeping.****3/13/2025****3:47
p.m.****Officers assisted the Lake County Sheriffs office with a fight in progress in the area of Wilson Parrish Road. Offender was secured and turned over to a deputy with LCSO.****3/14/2025****5:26
a.m.****Officers responded to a residence on East Ocala Street reference a missing juvenile. While in route to the residence, the juvenile was located.****3/14/2025****10:08
a.m.****Officers were called to a residence in the area of Rose Street reference a verbal altercation.****3/14/2025****6:22
p.m.****Officers spoke with resident in the area of Guerrant Street reference someone stealing her fishing poles and she had them on camera. Officers searched the area for the person. A short time later, victim called back the fishing poles had been returned. Victim did not wish to press charges.**

3/15/2025	10:39 a.m.	Officers responded to a residence on East Ocala Street to assist the Department of Children and Families with commencement of a case.
3/15/2025	8:07 p.m.	Officers assisted the Lake County Sheriffs office with an assault and battery call on North 19. Assault and battery was unfounded argument was verbal in nature. Parties will be separated for the evening.
3/16/2025	6:27 p.m.	Officers responded to a residence in the area of Twin Lake Circle reference a disturbance. Disturbance was verbal in nature a person was trespassed.
3/17/2025	11:15 a.m.	A resident walked into the Umatilla Police Department to turn in property that was located near the roadway of State Road 19. Items were placed into property and evidence for safekeeping.
3/17/2025	5:00 p.m.	Property was left at Taco Bell and turned into the Umatilla Police Department. Item was placed into property and evidence for safekeeping.
3/17/2025	9:55 p.m.	Officers responded to the Circle K located at 391 N. Central Avenue reference a person needing medical attention. Person was turned over to EMS.
ARRESTS		0
DISPATCHED CALLS		121
TRAFFIC STOPS		43
TRAFFIC CITATIONS ISSUED		1

UMATILLA POLICE DEPARTMENT PRESS RELEASE

March 18, 2025 through March 24, 2025

ARRESTS

3/23/2025	8:25 p.m.	Arreola, Emmanuel Umatilla	No drivers license never had one.
-----------	--------------	-------------------------------	-----------------------------------

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
-----	--	--	--

REPORTS FILED

3/18/2025	2:44 a.m.	Officers responded to the area of North Orange Avenue reference a suspicious person walking down the road yelling. He was looking for his dog.
3/21/2025	11:11 a.m.	Officers assisted the Forestry Department with a call for service in the area of East Altoona Road.
3/22/2025	1:38 a.m.	Officers responded to the area of State Road 19 and Maxwell Road reference a person walking in the grass. The other party was located in the area of State Road 19 and Bulldog. The dispute was verbal in nature.
3/22/2025	2:56 a.m.	Officers responded to Central Avenue reference a suspicious vehicle. All was okay.
3/22/2025	1:34 p.m.	Officers responded to apartments at South Central Avenue. It had been reported that neighbors were fighting. When officers arrived there was no fight or verbal dispute.
3/22/2025	6:12 p.m.	Officers assisted the Lake County Sheriffs Office in the area of Roger Giles Road reference a person needing medical attention. Person was turned over to the Sheriffs Office and taken for treatment at Lifestreams Behavioral Center.
3/22/2025	7:13 p.m.	A citizen came into the Umatilla Police Department to report an altercation that had taken place at their workplace. A report was taken.
3/23/2025	12:24 a.m.	Officers responded to a residence on South Central Avenue reference suspicious activity in the home. Home was cleared all was okay.
3/23/2025	12:55 a.m.	Officers received a noise complaint in the area of Bear Hammock Drive. Home owner turned the music down.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

March 18, 2025 through March 24, 2025

ARRESTS

3/24/2025	8:45 a.m.	Officers responded to a residence on Lakeview Street reference a person needing medical attention. They were turned over to EMS.
------------------	----------------------	---

ARRESTS	1
DISPATCHED CALLS	152
TRAFFIC STOPS	56
TRAFFIC CITATIONS ISSUED	5